

EXHIBIT A

Strictly Private & Confidential

Mr. Michael Guidry
Guidry & Associates, Inc.
43 Benthaven Isle
Montgomery, TX 77356
United States of America

Our Ref : Dentons – J. Simpson
Your Ref : Guidry Group – T. Neighbors

Date : September 26, 2019

Dear Mike

Re: Development of New Port of Susah, Libya

Thank you for your instructions in this transaction. I am delighted that you have instructed Dentons CS Europe LLP to act for Guidry & Associates, Inc, Guidry/Surge Limited and related affiliates of such companies (the "Guidry Group") in connection with the development, financing, construction and operation and maintenance of the New Port of Susah, Libya (the "Proposed Transaction") . I now set out the terms on which our relationship will be based. I enclose our standard Terms of Business which should be read in conjunction with this engagement letter.

Your Instructions

I confirm that we are to act as your international legal advisers in respect of the Proposed Transaction and to advise on:

- (a) the structuring of the Proposed Transaction (including from an international taxation perspective);
- (b) the incorporation and establishment of any other entity required by the Guidry Group to be established in connection with the Proposed Transaction;
- (c) all project documentation to be entered into in respect of this transaction including:
 - (i) the concession contract;
 - (ii) the EPC contract and principal nominated sub-contacts (and the procurement of such contracts);

Larrain Rencoret ► Hamilton Harrison & Mathews ► Mardemootoo Balgobin ► HPRP ► Zain & Co ► Delany Law ► Dinner Martin ► MacLay Murray & Spens ► Gallo Barrios Pickmann ► Muñoz ► Cardenas & Cardenas ► Lopez Velarde ► Rodyk ► Boekel ► OPF Partners

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- (iii) the O&M Agreement and principal nominated sub-contracts (and the procurement of such contracts);
- (iv) any long-term committed capacity use agreements;
- (v) any infrastructure interface agreements;
- (vi) any debt financing agreements to be entered into with respect to the Proposed Transaction;
- (vii) any shareholding arrangements to be entered into with respect to the Proposed Transaction;
- (viii) any equity funding agreements to be entered into with respect to the Proposed Transaction;
- (ix) any advisory contract to be entered into with respect to the Proposed Transaction; and
- (x) all other matters related to or incidental to the Proposed Transaction.

In order to undertake such work, we may utilise other associated firms of Dentons CS Europe LLP of which we shall notify you. We note in this regard that we do not currently have a related a firm in Libya nor are we entitled to practice locally in such country and do not opine on Libyan law matters. We will work with such local advisers as is necessary in order to under to undertake such works specified above. The cost of all external firms retained by us, with your approval, shall be for the account of the Guidry Group.

We note that we have explained the issues involved in the matter and the options available to you in so far as we are able to do so at this stage. We have agreed with you that the next steps to be taken in your matter are as follows: We have also discussed and agreed with you an appropriate level of service in this matter.

Our responsibilities to you are as set out in this letter and the Terms of Business. Your responsibilities to us include providing us with clear, timely and accurate instructions.

Communication

Dentons CS Europe LLP is authorised to correspond with you and to send all notices and other documents to you by post, e-mail or facsimile, using the contact details set out below until such time as you provide written notice to the contrary.

Address: Mr. Michael Guidry
Guidry & Associates, Inc.
43 Benthaven Isle
Montgomery, TX 77356
United States of America

Email: mguidry@guidry.com

Email – the firm uses email extensively, both for reasons of efficiency and cost management. We use our best efforts to ensure that our email system is managed professionally to minimise security risks. E-mail is not fully secure and may be intercepted by third parties. Unless you advise us otherwise in writing, we understand that you agree to our use of email for correspondence regarding your instructions both with you and third parties.

We understand that you are our primary contact for communications and we can properly act on your instructions whether oral or written as you have full authority to act on behalf of the Guidry Group.

I will be the Client Partner for this work. The team initially working on this engagement is set out below in the charges section. I will have overall supervision of your matter.

Our Charges

Our charges are based on the amount of time we spend in dealing with any particular transaction. Our current discounted hourly charging rates are as follows:-

Name	Position	Currency	Hourly Rate	E-mail address
Jonathan Simpson	Client Partner	US Dollars	US\$900	Jonathan.Simpson@dentons.com
Ian McGrath	Partner	US Dollars	US\$900	Ian.McGrath@dentons.com
David.Shearer	Counsel	US Dollars	US\$700	David.Shearer@dentons.com
Angela Saldanha	Associate	US Dollars	US\$550	Angela.Saldanha@dentons.com

These rates do not include tax. Our hourly charging rates are annually reviewed in July and you will be notified of any increase.

Estimate

It is not possible to give a realistic estimate of the likely total costs involved at this stage because of the nature of the transaction. However, based on our current understanding of the matter, we estimate that our fees, excluding tax and third party costs, for the matter will be approximately US\$900,000 to US\$1,500,000.

Success Fee

We note that we have agreed to discount our hourly fees as indicated above. In return for providing this adjustment to our business terms, we confirm that we shall be paid at financial close an amount equal to 20% of our aggregate billings on the matter as a success fee.

Payment on Account

In line with other firms it is our policy to require payments on account of costs. Such payments are held in respect of the costs incurred on your behalf on an anticipated time charge basis, as detailed above. In this case we have requested an initial payment on account of US\$10,000. Any unused balance will be returned to you. We reserve the right to require additional payments on account of costs at any stage in this matter. If a payment on account of costs is requested, we reserve the right to suspend work until it is received or terminate the retainer as referred to in the Terms of Business.

Billing

It is Dentons CS Europe LLP's practice periodically to render interim accounts of our charges and expenses generally each month in respect of work in progress. Our bills are due for payment within 28 days. If payment is not received within 30 days of delivery, we reserve the right to charge interest on outstanding fees and expenses at 8% per year.

All payment of monies on account, our fees and expenses should be made in US Dollars by cheque draft or inter bank transfer to the credit of Dentons CS Europe LLP's account which will be detailed on our invoices.

Liability Cap

After mutual discussion it has been agreed that, Dentons CS Europe's maximum aggregate liability, if any, to you in any matter in relation to which we are instructed shall be US\$100,000 (the "Cap"). Should you want to vary this limitation Cap please advise us in writing and we shall be pleased to discuss it with you.

Client Service

Dentons CS Europe LLP aims to provide a high quality service. As part of our quality control procedures, we operate a formal system by which we undertake to investigate any complaint promptly and fully, to discuss with you the result of the review and to take appropriate action to resolve it. In the first instance, any concerns you may have should be addressed to me. If you remain unsatisfied, you should inform the relevant office's Managing Partner, who will then investigate the matter.

Conclusion

I hope this letter and the enclosures cover all relevant points, but please let me know as soon as possible if you require clarification.

Please sign, date and return the enclosed copy of this letter as confirmation of your acceptance of the above terms and those contained in the enclosed Terms of Business.

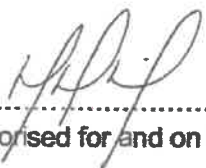
We very much look forward to working with you on this matter.

Yours sincerely



Jonathan Simpson
For and on behalf of Dentons CS Europe LLP

Accepted and Agreed by Guidry & Associates, Inc.:

Signed.....
Duly authorised for and on behalf of Guidry & Associates, Inc.

Dated9-26-19.....